

A. G. Contract No. KR 98 2237TRN
ADOT ECS File No. JPA 98-166
Project: Temporary Traffic Signal
Section: SR-89 & Larry Caldwell Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 January, 1998 ⁹⁹
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County is constructing a temporary traffic signal at the intersection of SR-89 at Larry Caldwell Road. The State has agreed to provide maintenance to the signal.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22910
Filed with the Secretary of State
Date Filed: 01/07/99

Betty Bayless
Secretary of State

By Vicky D. Greenwood

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the signal, and for any contractor claims for extra compensation due to delays or whatever reason.

c. Upon completion, provide electrical energy to operate the signal.

2. The State will:

a. Review the design documents and provide comments.

b. Upon completion and acceptance, provide maintenance to the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Administrator
1015 Fair Street
Prescott, AZ 86301

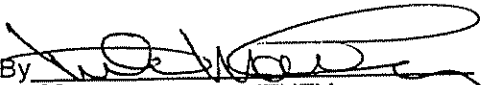
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
BILL FELDMER, Chairman
Board of Supervisors

By 
MICHAEL P. MANTHEY
State Traffic Engineer

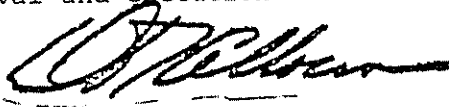
ATTEST

By 
BEVERLY STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 9th day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for constructing traffic signal improvements to SR-89 at Larry Caldwell Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.




DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7th day of October, 1998.



County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: October 19, 1998.

The entry in the said minutes:

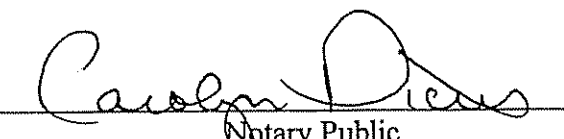
CONSENT AGENDA FOR BOARD OF SUPERVISORS: Unless otherwise noted below, all items were approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Davis. No comments from the public...

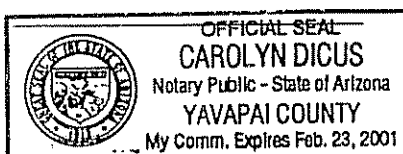
2e. Approve intergovernmental agreement with ADOT for SR 89 at Larry Caldwell Drive, in an amount not to exceed \$60,000. Approved by unanimous vote after Public Works Director Richard Straub explained that this would provide for a temporary traffic signal at this location while an interchange is being built and that after the interchange is completed the signal would be moved and become part of a permanent signal underneath the bridge. Motion by Supervisor Brownlow, second by Supervisor Davis.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me November 16, 1998.

My Commission Expires:


Notary Public





GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2237TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 24, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "J. R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/17565

Enc.